**Addendum**: A latent addition to an IFB or RFP, prior to the award, which forms part of the solicitation and subsequent contract.

**Buyer** *a.k.a. Procurement Officer*: is an employee of the Procurement Services Department here at JMU whose primary assignment is the purchasing of goods and services. Buyers are the sole signature authority on the creation, modification, and cancellation of contracts.

**Contract**: A legally binding exchange of promises or agreement between the University and the vendor enforced by the Code of Virginia.

**Contract Administration Designation Letter**: The official letter from the Procurement Services Department assigning a Contract Administrator to a contract. The letter outlines the responsibilities and expectations of the designated Contract Administrator.

**Contract Administration**: The management of all facets of a contract to assure the Contractor’s total performance in accordance with the contractual commitments.

**Contract Administrator**: A JMU employee designated by Procurement Services to coordinate the performance, and monitor the compliance, of a contractor to the full terms and conditions of a contract.

**Contract File**: The complete documentation of who, what, when, where, & why of a term contract purchase. The contract files are housed in the Procurement Services Department.

**Contract Renewal Notice**: The official letter drafted by Procurement Services and executed by the Buyer and the Contractor renewing the contract for a specific term (*usually one year*). A renewal notice may include a pricing schedule or other contract modification language.

**Cure**: The actions a contractor must do in order to remedy their default on a contract.

**Default**: Failure to comply with the terms and conditions of a contract.

**Due-diligence**: The measure of prudence, responsibility, and diligence that is expected from, and ordinarily exercised by, a reasonable corporate body under the circumstances. At JMU, and throughout the Commonwealth, there is documentation procedure that should be followed in order to prove due-diligence.

**IFB** – *Invitation for Bid*: A document soliciting written bids based on terms and conditions and specifications or a scope of work. IFBs are used when the good or services are easily describable and vendors are essentially just competing over price.

**Modification**: A written document that creates a change to the terms of a contract.

**Negotiations**: A bargaining process between two or more parties seeking to reach a mutually beneficial agreement. The outcome of contractual negotiations must be in writing, e-mails and faxes do apply.

**Pricing Schedule**: A table outlining the pricing of a contract, often based on a unit price. Included in contracts and in contract renewals.

**Release Order**: Purchase orders made under a contract. In eVA, release orders must contain the contract number.

**Remediation**: The process of correcting or alleviating a problem or situation. Legally, remediation is either a means of compensating for a violation of the law or for unavoidable impacts resulting from legal activities.

**RFP** – *Request for Proposal*: A document soliciting written proposals from vendors ultimately requiring negotiations. RFPs are used for complicated purchases where specifications are inadequate and price is just one factor. Often used for service contracts.

**Shall/Must**: A mandatory requirement placed on the contractor or JMU.

**Should/May**: A desired action placed on the contractor, not mandatory but affects the performance evaluation of the vendor.

**Sole Source:** A situation when a product or service is practicably available from one source only and competitive procurement cannot be conducted. Written justification is required using the sole source request form and must be approved.